REMARKS

Claim Rejections - 35 USC § 103

The examiner rejected Claims 17-43 under 35 U.S.C. 103(a) as being unpatentable over DeLapa et al. (6,076,068 hereinafter DeLapa) in view of Langseth et al. (6,694,316 hereinafter Langseth).

The examiner stated in part:

> **DeLapa is silent as using a predetermined time interval in which the individual interacts or redeems the offer. Official Notice is taken that it is old and well known to use a predetermined time interval to see how effective the offers are. For example, in certain promotion schemes if the customer doesn't redeem the offer within a predetermined time period the amount of the offer is decreased in order to motivate the customer to redeem or respond to the offer in a timely manner. It would have been obvious to a person of ordinary skill in the art at the time of Applicant's invention to have included using a predetermined time interval in which the individual interacts or redeems the offer in order to obtain the above mentioned advantage.**

Claim 17, as amended, recites "at least one of the offer data processing rules being a set of time based rules, the time based rules including at least one of a direct rule that immediately instantiates offers based on an offer campaign, a triggered rule that instantiates offers based on the occurrence of particular conditions, and a staged rule that instantiates offers based on user interaction with previous offers." Support for this feature of the claim can be found throughout the original specification as filed. For example, page 11, lines 12 – 27 of the original specification, corresponding to paragraph [0061] of the published application, is reproduced below:

> Lifecycle 310 specifies time-based rules that affect how related offers are sent to a customer. Campaigns have different types of lifecycles. Some campaigns are "direct" in that once delivery 125 receives a campaign, it immediately instantiates offers based on the campaign and sends these offers to customers. Other campaigns are "triggered." These campaigns are turned into specific offers only when particular conditions occur. Finally, some campaigns have a more complex time plan, or lifecycle. For example, a number of staged offers may be sent to a customer as they interact with the system. For instance, a customer may first get an "introductory offer" for a service. Then after responding to the offer, perhaps with a predetermined time delay, the customer

> then gets a "followup" offer. Similarly, the customer can receive a "reminder" offer if they have not responded to the introductory offer. In another example, a series of offers may be send periodically to customers in a particular segment, or who have expressed some interest in a product. This periodic deliver may continue until the customer requests to not received more offers, or the customer finally acts on one of the offers. For these more complex campaigns, lifecycle 310 encodes the rules by which these sequences of offers are sent to customers.

Applicant contends that the alleged combination of DeLapa and Langseth neither describe nor render obvious at least the features of, "at least one of the offer data processing rules being a set of time based rules, the time based rules including at least one of a direct rule that immediately instantiates offers based on an offer campaign, a triggered rule that instantiates offers based on the occurrence of particular conditions, and a staged rule that instantiates offers based on user interaction with previous offers and the feature of: "selecting one of the time based rules to determine a subsequent set of offers to send to the specific individuals."

Further, the Official Notice does not address this feature.

For at least these reasons, claim 17 is believed to be patentable over DeLapa in view of Langseth and the Official Notice. Independent claims 31 and 33 include limitations that are similar to those of claim 17. These claims are also believed to be allowable for at least the same reasons noted above.

Each of the pending dependent claims are also believed to define patentable features of the invention. Each dependent claim partakes of the novelty of its corresponding independent claim and, as such, has not been addressed specifically herein.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Entry of this amendment is respectfully requested since it places the application in condition for allowance or better form for appeal by materially reducing the issues on appeal.

In view of the foregoing amendments and remarks, Applicants respectfully submit that the application is in condition for allowance, and such action is respectfully requested at the Examiner's earliest convenience.

No fees are due. Please apply any other charges or credits to deposit account 06-1050, referencing attorney docket number 10235-0048001.

Respectfully submitted,

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